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5-1-1972

Good Humor Corporation and Ice Cream Drivers and Employees Union Local 757

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Good Humor Corporation and Ice Cream Drivers and Employees Union Local 757

Location

New York, NY; Nassau, NY; Suffolk, NY

Effective Date

5-1-1972

Number of Workers

600

Employer

Good Humor Corporation

Union

Ice Cream Drivers and Employees Union

Union Local

757

NAICS

44

Sector

P

Item ID

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Comments

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ICE CREAM DRIVERS AND EMPLOYEES UNION

LOCAL 757

International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America

GOOD HUMOR CORPORATION

BRANCH HOURLY EMPLOYEES AND GROCERY DRIVERS

1972 - 1975 CONTRACT

Expires Midnight, April 30, 1975

LOCAL UNION 757

83-15 Grand Avenue
Elmhurst, New York 11373
Telephone: 779-0170

Business Agents

Peter F. Clark President
Emanuel Parish Secretary-Treasurer
Anthony Carlino Vice President

I N D E X

Branch Hourly and Grocery Drivers

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NOTICE TO MEMBERS

Upon layoff from the Company a member is obligated to return his identification card to the Union office and receive a withdrawal card. (Cost of withdrawal card is 50 cents).

Failing to get a withdrawal card within 3 months after layoff a member MUST pay a new initiation fee.

You will not have to pay dues if you are sick UNLESS you have worked at least one day in the calendar month.

You will be obligated to pay dues for the month if you are on an extended illness or pregnancy leave and FAIL TO TAKE A WITHDRAWAL CARD. This applies to a member on sick leave absence only.

IN CASE OF CHANGE OF ADDRESS

Members are responsible for notifying the Union of any change of address. If you wish to maintain your good standing and protect your Union privileges it is most important that you notify the Union office immediately in case of any change of address.

AGREEMENT made as of this first day of May 1972, between ICE CREAM DRIVERS AND EMPLOYEES UNION LOCAL 757, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 83-15 Grand Avenue, Elmhurst, N. Y. hereinafter called the "Union",

and

GOOD HUMOR CORPORATION, 40 New Dutch Lane, Fairfield, New Jersey 07006, hereinafter called the "Company", wherein it is mutually agreed as follows:

1. DURATION OF AGREEMENT

This Agreement shall be effective as of May 1, 1972 and shall continue in effect until midnight on April 30, 1975. Provided, however that in the event the Union gives notice not less than (90) ninety days prior to May 1, 1974 of its intention to negotiate increases in the Wages, Holidays or Vacations only provided herein, the parties shall meet to negotiate the Wage rates, Holidays and Vacation only to be effective for the period May 1, 1972 until the expiration of this Agreement. In the event that agreement is not reached with respect to such wage rates, holidays or vacations, after the procedures heretofore mentioned have been taken, the Union, on and after May 1, 1974, shall have the right to strike. All provisions of this Agreement shall remain in full force and effect through April 30, 1975, except to the extent wages, holidays and vacations may be modified as provided herein.

Ninety (90) days before May 1, 1975 either party desiring to terminate or modify this contract shall give notice, in writing, to such effect, and thereafter shall serve a written copy of its demands no later

(b) In order to protect the job opportunities and labor standards of all employees in the industry-wide collective bargaining unit and at the same time provide for greater flexibility of the companies covered by this Agreement, the Company will not purchase or obtain products from any source including any other division or plant of the Company except from an employer in the Metropolitan area as defined in this Agreement providing its employees with wages, hours and benefits and all other terms and conditions of employment equal to or better than the requirements of this Agreement. It is further agreed that the Company will not purchase or obtain products from any source whatever including any other division or plant of the Company if any permanent production employee who is actively employed on May 1, 1972 or thereafter is on lay-off from the production department and has been on lay-off for a period of one (1) year or less at the time of the purchase of the product.

The term "actively employed" for the purpose of this provision only, shall include employees who on May 1, 1972 or thereafter, are on:

- a) Leave of absence
- b) Vacation
- c) Absence due to temporary disability caused by accident or illness
- d) Jury duty
- e) Mourning leave
- f) Suspension
- g) It shall also include permanent production employees on lay-off as of May 1, 1972 who are thereafter recalled within the period the employee has recall rights.

The term "permanent employee" for the purpose of this provision only, shall mean employees who have attained twelve (12) continuous

months of service.

The limitations with respect to purchase of product while permanent production employees are on lay-off, as provided above, shall not apply to any of the following situations:

1. The purchase of novelty items (product sold in individual containers of less than one-half (1/2) pint regardless of the multiples in which it is sold) which the Company is not licensed to manufacture and for which a license is required, such as, Eskimo Pie, Good Humor, Captain Crunch, Bon Bons, Sunkist Pops and Welch Pops. It is understood that the foregoing enumeration is for the purpose of illustration only.
2. The purchase of product not manufactured or packaged by the Company on May 1, 1965 or for any period during the twelve (12) months prior thereto.
3. The purchase of product during emergencies such as plant breakdowns, fires, floods or acts of God.
4. The purchase of a new product not previously manufactured or packaged which the Company manufactures or packages for a trial period of one (1) year or less and which it discontinues.

The provision of this Section 3(b) shall not be applicable to the purchase or obtaining of product by the companies listed in Schedule A which do not as of the effective date of this Agreement, manufacture ice cream products in the Metropolitan area as defined in this Agreement, provided this exception shall not be used as a means of supplying other companies in order to circumvent this provision.

This Section 3(b) shall not apply to the importing of new products for a trial period not to exceed six (6) months, but such period may be extended by mutual agreement.

In the event of a substantial loss of business making it impossible for a company to comply with the foregoing paragraphs restricting manufacturing with respect to the purchase of product while permanent production employees are on lay-off, the Union and the Company shall meet to discuss the matter and attempt to arrive at an adjustment by mutual agreement, but in the event of disagreement such matter shall not be subject to arbitration hereunder, except with the agreement of the Union.

(c) The Company agrees for the term of this Agreement not to remove its manufacturing operations from the area of Local 757 and to continue to manufacture within the area of Local 757, and the Company, including any affiliates or subsidiaries, agrees that it shall not establish or operate a plant for production of ice cream or frozen dessert products outside of the Local 757 area for sale or distribution of such products in the Metropolitan area; however, nothing herein shall restrict a company which formerly manufactured under contract with Local 757 from resuming such manufacturing under contract with said Local for distribution in its area.

The area of Local 757 shall be New York City and Nassau and Suffolk Counties in the State of New York.

(d) Platform deliveries to jobbers, vending machine operators and special accounts shall be permitted, provided that such deliveries shall be limited to the same number of jobbers, vending machine operators and special accounts (to be determined by the number of trucks), presently receiving such deliveries; and provided further that a written statement listing such jobbers, vending machine operators and special accounts was signed by the Company and forwarded to the Union on or before January 1, 1964. A copy of each such statement, revised and corrected to May 1, 1972,

shall be executed by the parties on the signing of this Agreement. Any company not previously a party to an Agreement with the Union shall sign and forward such list to the Union within thirty (30) days from the date such company executes this Agreement.

Deliveries to other jobbers, vending machine operators and special accounts not served by commission drivers as regular customers on regular routes shall be made to their regularly established premises by hourly paid drivers covered by this Agreement.

All loading and unloading work in connection with platform deliveries shall be performed by employees covered by this Agreement, except that listed jobbers, vending machine operators and special accounts may remove ice cream from the platform and load the same into their trucks.

It shall not be a violation of this Agreement if the members of the Union refuse to work for the Company if the Company makes platform deliveries to jobbers, vending machine operators or special accounts who undermine the working conditions established by this Agreement by making Sunday deliveries to customers, who are regularly served on regular routes by drivers covered by this Agreement, or who, by bootlegging or by other improper activities, undermine the working conditions established by this Agreement; provided, however, that before any such stoppage of work occurs, the Union shall give the Company three days notice in writing so that the Company may have an opportunity to investigate the facts and discuss the situation with the Union.

4. UNION MEMBERSHIP

Throughout the term of this Agreement, all present employees covered by the terms of this Agreement, who are members of the Union on the effective date or on the date of execution of this Agreement, whichever

is the later, shall remain members of the Union as a condition of employment, and all employees covered by the terms of this Agreement, who are not members of the Union, shall be required, as a condition of employment to become and remain members of the Union on and after thirty (30) days following the beginning of employment, the effective date of this Agreement or the date of execution of this Agreement, whichever is the later.

5. NO STRIKES OR LOCKOUTS

(a) No strikes, lockouts, walkouts or slowdowns shall be ordered, sanctioned or enforced by either party hereto against the other during the life of this Agreement.

(b) The Union shall not call, sanction or enforce any sympathetic strike of its members and the Company shall not aid other companies in any fight that may be waged against the Union.

(c) It shall not be a violation of this Agreement for any employee covered thereby to refuse to cross a lawful, primary picket line and such refusal will not be a basis for discharge or for discipline.

6. MANAGEMENT RIGHTS

The provisions of this Agreement shall be expressly limited to hours, wages and working conditions of the employees, and no provisions shall be construed to restrain the Company from full and absolute management of its business except as modified by this Agreement.

7. HIRING NEW EMPLOYEES

(a) The Company reserves the right to hire all new employees on a trial period not exceeding sixty (60) days.

(b) Whenever additional employees are required, the Company shall immediately notify the Union thereof, and except in case of an emergency,

such notice shall be given not less than forty-eight (48) hours before the Company interviews any applicants and except in the event the Union, upon request of the Company, is able to send applicants for interview sooner, or advises that it is unable to send any applicants, then the Company is free to interview both union and non-union applicants. Until the vacancy is filled, the Union will cooperate in all reasonable respects to assist the Company in maintaining normal operations. The Company shall have the right in its absolute discretion to reject any and all applicants for positions; provided that the Company shall not discriminate with respect to any applicant's membership or non-membership in the Union.

Within three (3) days after hiring a new employee covered by this Agreement, the Employer must notify the Union in writing thereof.

8. PAST PRACTICES

Except as the same may be specifically modified or changed by this Agreement, all benefits, privileges and working conditions existing at the date of the Agreement more favorable to employees than may be required by the express terms of this Agreement shall continue in effect during the term hereof.

9. MORE FAVORABLE TERMS

Should Local 757 at any time hereafter enter into any agreement with any company engaged in the manufacture and/or distribution of ice cream in the Metropolitan Area with terms and conditions more advantageous to such company, or should the union in the case of such company which has signed this form of agreement countenance a course of conduct by such company enabling it to operate under more advantageous terms and conditions than as provided for in this Agreement, the employer party to this

Agreement shall have the right if the matter is not satisfactorily adjusted within ten (10) days after written notice to the union making such contract, or condoning such conduct, to submit the matter to arbitration under the arbitration procedure set forth herein, and upon proof of such more advantageous terms and conditions, the arbitrator shall direct that such more advantageous terms and conditions be extended to the employer party to this Agreement.

The right to the foregoing relief to an employer party to this Agreement shall not apply where such more favorable terms and conditions are granted to or course of conduct countenanced in favor of an employer newly organized by the union until thirty-six (36) months after the signing of the first contract with such newly organized employer.

10. DISCHARGE OR DISMISSAL

The Company may discharge or dismiss any employee for just cause and the Company shall have the right of summary dismissal or discharge upon any one of the following grounds:

- (a) Dishonesty
- (b) Use of or being under the influence of intoxicants or habit-forming drugs while on duty
- (c) Unauthorized persons on vehicles
- (d) Violation of local or state health codes or laws
- (e) Direct refusal to obey orders given by the proper party, unless such orders jeopardize life or health
- (f) Suspension or expulsion by the Union, as provided for in the Agreement, for failure to tender the periodic dues and/or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union

- (g) Deliberate destruction of property
- (h) Failure to report promptly and honestly accidents or personal injuries
- (i) The Company, upon receipt of written notice from the Union that membership in the Union has been denied or terminated with respect to any employee covered by this Agreement because of failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the union shall, within seven (7) days from the receipt of such notice, discharge such employee. This provision shall be subject to all the applicable provisions of the Labor-Management Relations Act, 1947.

11. GRIEVANCES

(a) Any employee having a grievance shall present such grievance through the Shop Steward within three (3) days to the appropriate supervisor or as provided in the Labor-Management Relations Act of 1947. If not settled, the matter shall be presented to the Superintendent or Branch Manager, whose answer shall be given within three (3) days. If the Shop Steward and the Superintendent or Branch Manager cannot arrive at an adjustment of the grievance, the delegate shall be notified and he shall take up the case locally with the parties involved. The Union and its representatives shall have the right to originate the complaint, in writing, for an individual employee other than through an employee or Shop Steward and to seek adjustment with the Company in the manner provided in this provision.

(b) The arbitration procedures herein contained shall be the exclusive remedy for the enforcement of this Agreement and for the adjudication of any grievances arising hereunder, and such arbitration procedures may

be instituted only by the Union or the Employer.

(c) When final decision decrees that charges against any employees were not sustained, the record shall be expunged of same and said employee compensated for all the time lost and shall be restored to his or her former position.

12. ARBITRATION

Any and all disputes and controversies arising under or in connection with the terms or provisions of this Agreement, or in connection with or relating to the application or interpretation of any of the terms or provisions hereof, or in respect to anything not herein expressly provided but germane to the subject matter of this Agreement which the representatives of the Union and the Company have been unable to adjust, shall be submitted to arbitration, at the request of either party, to an Arbitrator selected from a list of Arbitrators to be furnished by the New York State Board of Mediation in each case. If no Arbitrator on such list is mutually acceptable to the parties, the Arbitrator shall be designated by the New York State Board of Mediation. The decision of the Arbitrator so selected or designated shall be final and binding upon the parties. The fees and expenses of the Arbitrator in such cases shall be borne equally by the parties. In order to expedite arbitration proceedings the New York State Board of Mediation shall submit a list of Arbitrators to the parties within forty-eight(48) hours after request by either party and both parties shall be required to make their selection within forty-eight hours after receipt of such list. If either party shall fail to make a selection within such time the Board shall be authorized to designate an Arbitrator from such list immediately.

13. SHOP STEWARD

The Union shall have the right to designate one (1) Shop Steward and Assistant for each appropriate group and shift for each plant. Said Shop Stewards and Assistants shall be selected by the Union and they shall be experienced employees in the active employ of the Company. There shall be no discrimination against said Shop Stewards and Assistants for Union activities. The Shop Stewards shall be considered the senior employees for purposes of lay-offs and transfers only, but not for purpose of bidding for promotions or for other seniority. The Superintendent or Branch Manager shall recognize the Shop Stewards as the representatives of the Union locally; likewise inform them prior to the laying off of any employees. In the event of a hardship on the part of any employee, the Shop Steward shall bring it to the attention of the Company's representative. The Shop Stewards and Assistants shall not give any instructions to employees nor in any way interfere with the operation of the Company's business. When practicable, grievances shall be handled during working hours but activities of the Shop Stewards and Assistants shall not interfere with their regular duties with the Company.

14. BUSINESS AGENTS

The duly authorized officers and business agents of the Union employed on a full time basis shall be permitted to enter the Company's premises during all working hours. Duly authorized representatives of the Union (Delegates) shall have the right to ask for and receive access to, on the Company's premises, all time cards for the preceding twelve (12) months in case of claimed shortage or grievance with respect to amount of pay or overtime of an individual employee. If the Company claims that an employee is short, the Union representative shall, upon his request, be

furnished with necessary proof relative to such shortage.

15. UNION DUES CHECK OFF

The Company will deduct from the wages of each employee who is a member of the Union a sum equal to each employee's monthly membership dues to the Union and initiation fees on an installment basis to be agreed upon, and remit the same to the Union at such times as are mutually agreed upon by the parties hereto, provided written authority from each such employee is received by the Company. This provision is subject to the applicable sections of the Labor-Management Relations Act of 1947.

16. WAGES AND HOURS

The schedule of Wages and Hours is attached hereto, marked Exhibit A and made a part hereof.

17. SENIORITY PROVISIONS

The Seniority Provisions are set forth in Exhibit B which is attached hereto and made a part hereof.

18. PENSION AND WELFARE BENEFITS

The Welfare Benefits are set forth in Exhibit C which is attached hereto and made a part hereof. The Pension and Termination Benefits are set forth in a separate booklet entitled "Good Humor Pension Plan" seasonal employee and permanent as amended May 1, 1972.

19. WORKING RULES

The Working Rules are set forth in Exhibit D which is attached hereto and made a part hereof.

20. SEVERANCE PAY

The Severance Pay Provisions are set forth in Exhibit E which is attached hereto and made a part hereof.

21. SAVINGS CLAUSE

In the event any provision of this Agreement is found by a Court of competent jurisdiction to be in violation of Federal or State law, the parties shall promptly meet to negotiate a lawful provision covering the same subject matter in lieu thereof, but the remainder of the Agreement shall continue in full force and effect. Failing agreement, the matter shall be subject to arbitration in accordance with the arbitration provision of this Agreement.

22. SUCCESSORS AND ASSIGNS

This Agreement and the terms and provisions thereof shall be binding upon the parties hereto and their successors and assigns.

23. EQUAL RIGHTS

The Company and the Union agree that the provisions of the Agreement will be applied equally to all employees covered hereunder without regard to race, creed, color, sex or national origin.

THIS AGREEMENT shall constitute the entire understanding between the parties hereto and shall supersede all prior agreements between them.

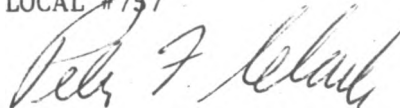
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

GOOD HUMOR CORPORATION

A handwritten signature in cursive script, appearing to read "R.B. Anderson".

Robert B. Anderson, President

ICE CREAM DRIVERS & EMPLOYEES UNION,
LOCAL #757

A handwritten signature in cursive script, appearing to read "Peter F. Clark".

Peter F. Clark, President

EXHIBIT A

WAGES AND HOURS

BRANCH HOURLY EMPLOYEES AND GROCERY DRIVERS

I. WAGES

	Effective <u>5-1-72</u>	Effective <u>11-1-72</u>	Effective <u>5-1-73</u>	Effective <u>11-1-73</u>
<u>Car Branches</u>				
Head Mechanic	5.68	5.88	6.08	6.28
Mechanics - Qualified to make all repairs on sales cars	5.43	5.63	5.83	6.03
Service Men (Auto Men)	5.08	5.28	5.48	5.68
Drill Drivers (Paid for actual driving time only)	5.19	5.39	5.59	5.79
Head Loader	5.25	5.45	5.65	5.85
Other Icebox Men	4.915	5.115	5.315	5.515
All Other Plant Help	4.745	4.945	5.145	5.345
<u>Tricycle Branches</u>				
Drill Drivers (Paid for actual driving time only)	5.19	5.39	5.59	5.79
All Other Plant Help	4.745	4.945	5.145	5.345

The starting rates shall be 50¢ per hour less than the above schedule and the rate after three months shall be 25¢ less than the above schedule and the rate after six months shall be the above schedule.

	<u>Effective</u> <u>5-1-72</u>	<u>Effective</u> <u>11-1-72</u>	<u>Effective</u> <u>5-1-73</u>	<u>Effective</u> <u>11-1-73</u>
<u>Wholesale Route Drivers</u>				
Drivers	\$28.60	\$30.00	\$31.40	\$32.80
<u>Commission Schedule</u>	<u>Percentage</u>			
\$ 0 - 2200	2.1%			
2201 - 3000	2.3%			
3001 - 4000	2.8%			
4001 - over	3.5%			
	<u>Effective</u> <u>5-1-72</u>	<u>Effective</u> <u>11-1-72</u>	<u>Effective</u> <u>5-1-73</u>	<u>Effective</u> <u>11-1-73</u>
Accumulated Time (Transportation Rate)	\$5.19	\$5.39	\$5.59	\$5.79

The aforementioned commissions to route drivers shall be paid on all platform deliveries and special deliveries to customers who do business in the area covered by their then current routes and whom they have served as regular customers on their routes at any time during the previous calendar year. In the case of route drivers on the call-up system, the aforementioned commissions on all platform deliveries and special deliveries to regular customers served on the call-up system shall be paid to the route driver who last served such customers prior to the platform delivery or special delivery. No commission shall be due or payable, however, on deliveries to jobbers, vending machine operators or special accounts provided for under 3(d) hereof. Special accounts shall include only such customers as are set forth in written lists mutually agreed upon and signed by the Company and the Union. Such lists may be amended from time to time by mutual agreement and signature of the Company and the Union.

The provisions of this Agreement with respect to hours and rates of grocery products route drivers shall supersede any previous benefits or commitments to hourly paid drivers including commissions paid on supplies, commitments on hours, or otherwise.

A crafted grocery products route driver on a day scheduled to work on

commission, or on a day scheduled to work as a standby driver, shall be paid at the transportation rate or the rate of the job to which assigned, whichever is higher, if he does not drive a commission route that day. However, this shall not apply when their jobs are a combination of route driver and another classification.

END OF SEASON COMPENSATION
(Seasonal Branch Employees)

To those seasonal hourly employees in our employ at end of each season: After twelve months of accumulated service and each full season thereafter in consecutive seasons, hourly seasonal employees shall receive end of season compensation equal to thirty-five (35) hours pay at regular straight time rates.

After twenty-four (24) months of accumulated service and each full season thereafter in consecutive seasons, hourly seasonal employees shall receive end of season compensation equal to seventy (70) hours pay at regular straight time rates.

No pro-rating.

Part time employees working less than thirty-five (35) hours per week will receive pro-rated compensation.

Payable at end of each season.

II. HOURS

1. The normal work week of hourly paid employees shall be five (5) days, Monday to Friday inclusive, of seven (7) hours each day (35 hours per week) for all employees but exclusive of delivery department employees (including drivers, order clerks, checkers, platform men, loaders, loader arrangers, and general help and boxmen who work in the delivery department),

garage employees, porters and watchmen whose normal work week shall be five (5) days per calendar week, which need not be consecutive of not less than seven (7) hours per day except as to order clerks whose normal work week shall be as hereinafter provided in Paragraph 5 (iii) hereof. Late shifts of porters and clean-up crews commencing prior to midnight of such days shall be deemed worked from Monday to Friday under the foregoing provision. Likewise night shifts of mix men, pasteurizers and men regularly required to handle the receipt of dairy products commencing after 9:00 P.M. on Sundays shall be deemed worked from Monday to Friday under the foregoing provision.

Time and one-half shall be paid for all time worked over the normal work day or over the normal work week in one week, or outside the regularly scheduled work week except in the case of route drivers paid on a commission basis, but there shall be no pyramiding of overtime.

2. Whenever an employee is called in for emergency work he or she shall be afforded an opportunity to work a minimum of the normal work day at time and one-half or receive pay in lieu thereof and same may be, except in cases of Saturday (when not scheduled to work on that Saturday) or Sunday work, in lieu of his or her next regularly scheduled work day. In the case of cabinet service employees who are called in for emergency work on the day they are not scheduled to work, they shall likewise be afforded an opportunity to work a minimum of the normal work day at time and one-half or receive pay in lieu thereof; however, if a cabinet service man is called back to work on a day on which he is regularly scheduled to work, he shall be afforded an opportunity to work a minimum of one-half the normal work day at time and one-half or receive pay in lieu thereof.

3. Hourly paid employees while on the payroll shall be afforded an opportunity to work a minimum of a normal work week and a normal work day except in a week in which the company pays for a holiday not worked when such employees shall be afforded an opportunity to work four-fifths of a normal work week and a normal work day. The Company shall maintain a guaranteed work schedule for cashiers.

4. Hourly paid employees who subject to the adjustments of Paragraph III of this Exhibit A, have minimum commitments or personalized hours in excess of the normal work week while on the payroll, shall be afforded an opportunity, during their work week, to work the number of hours per week of their minimum commitments or personalized hours, except in a week in which the Company pays for a holiday not worked when such employees shall be afforded an opportunity to work the number of hours per week of their minimum commitments or personalized total hours less the hours not worked but paid for because of the holiday. Skeleton crews consisting of the minimum number of employees required by the company for necessary Saturday work or daily overtime shall be arranged by rotation among the employees in the group in question. Regarding Saturday work only, such employees shall be afforded an opportunity to work a minimum of hours equal to the normal workday at time and one-half.

5. (i) The normal work schedule of route drivers when working as such shall be five days, forty hours per week, and any hours required by the Employer to be worked as such in excess of eight hours a day shall be accumulated and traded for time off at the then applicable straight time transportation rate at the convenience of the Company in accordance with present practice but without unreasonable delay, and the choice of the same shall be by seniority. In a week in which a holiday occurs on a

route driver's scheduled work day and the employee does not work on such holiday, the normal work schedule for that week shall be 4 days, 32 hours per week. Accumulated time of route drivers shall be traded off in multiples of five consecutive days in a calendar week. When traded time is granted in a week in which a holiday falls, then the amount of time traded shall be deemed to be 32 hours.

No route driver subject to the overtime provisions of the Fair Labor Standards Act shall work in excess of one thousand and forty (1040) hours during any period of twenty-six (26) consecutive weeks. The Company shall have the right to schedule traded time of route drivers so as to insure that they shall not work in excess of the hours provided above.

A route driver subject to the overtime provisions of the Fair Labor Standards Act shall be paid one and one-half times his regular rate computed on a 40 hour basis which shall include his base pay and commission for all hours worked as a commission route driver in excess of twelve (12) hours in any work day or fifty-six (56) hours in any work week. He shall not accumulate any hours for trading purposes for those hours for which he is paid overtime.

Hours worked in excess of eight (8) and up to twelve (12) daily and in excess of forty (40) and up to fifty-six (56) weekly shall be traded as heretofore.

The Union shall be regularly advised in writing by the Employer at intervals no greater than ninety (90) days of the hours worked by route drivers and of arrangements made for traded time.

In the event that the foregoing provision does not provide exemption from the overtime provisions of the Fair Labor Standards Act

or similar state or local law for all hours worked by the employees (except for those hours in excess of twelve (12) in any day of fifty-six (56) in any week) then the parties will negotiate a revised method or rate of pay for such employees where necessary, to the end that the employee's pay for each work week after such revision will be the same as for a similar work week before such revision, and that the Employer will be in full compliance with such law or laws.

(ii) All route drivers while on the payroll shall be afforded an opportunity to work in some capacity a minimum of five (5) days per week, provided that drivers who have not heretofore customarily worked in more than one capacity shall not be required to work in more than one capacity if driving work is available, except in a week in which the Company pays for a holiday not worked falling on a regularly scheduled work day when such route drivers shall be afforded an opportunity to work in some capacity a minimum of four (4) days per week.

(iii) The normal work week for order clerks shall be 35 hours per week and the normal work day shall be 7 hours per day. Time and one-half shall be paid for all work by order clerks over 7 hours in one day, or over 35 hours in one week, but there shall be no pyramiding of overtime. Order clerks who have personalized wage rates, or personalized hours and minimum commitments in excess of the normal work week, shall have same adjusted in accordance with the provisions of Paragraph III of Exhibit A hereof.

III. PERSONALIZED WAGE RATES AND PERSONALIZED HOURS AND MINIMUM COMMITMENTS

1. Personalized rates of pay for employees presently employed shall be continued. Employees heretofore having weekly hours of not less than 48 hours shall, for the term of this contract, be reduced to 40 hours

(8 hours per day, five day week).

2. The provisions of 1. above shall not apply to an employee hired after April 30, 1968 or transferred to a job now held by an employee receiving the benefits of 1. above.

EXHIBIT B

SENIORITY PROVISIONS

(a) Seniority of regular employees shall prevail within each craft and Department within the branch for all purposes except layoff and rehire.

An employee who is a temporary or seasonal employee when he begins work in a department shall have no departmental seniority until he works 12 consecutive months in that department. Upon attaining such 12 consecutive months, he shall have seniority in that department but his departmental seniority date shall be the day following such 12 month period. A regular employee shall have departmental seniority commencing with the day he begins work in that department. In the computation of 12 consecutive months of employment for the purpose of determining whether an employee has departmental or branch seniority, his accrued vacation time shall be included.

(b) When a layoff of a regular employee becomes necessary, he shall replace the junior regular employee in the branch in the order of branch seniority in any capacity covered by this agreement who shall be the employee to be laid off. When a layoff of a temporary or seasonal employee becomes necessary in a department, the most junior employee in the department in the order of departmental seniority shall be the employee to be laid off.

From May 1 through September 30, when a layoff of a temporary employee becomes necessary, the most junior temporary employee in the department in the order of departmental seniority shall be the employee to be laid off.

From October 1 through April 30, when a layoff of a temporary employee becomes necessary, he shall replace the junior temporary employee

in the branch in the order of branch seniority in any capacity covered by this Agreement, who shall be the employee to be laid off provided that the temporary employee seeking to exercise this right must be qualified.

Temporary employees laid off between May 1 through September 30 shall be recalled to the department from which laid off in the reverse order of layoff.

Temporary employees laid off between October 1 and April 30 shall be recalled in the order of their branch seniority to fill vacancies anywhere in the branch as they occur.

(c) Rehires shall be in the reverse order of layoff, as provided in Paragraph (b) above. Employees who have one year or less of accumulated service with the Company shall cease to have rehire rights with the Company after one year of continuous layoff and other employees who have more than one year of accumulated service with the Company shall cease to have rehire rights with the Company after two years of continuous layoffs. Employees laid off through no fault of their own shall, in the order of their seniority for the period of time provided in this paragraph, be called to fill vacancies as they occur and must report for work within forty-eight (48) hours after notification to the employee by the Company; in the event an employee is employed elsewhere at the time he receives notice to report to work, he must report not later than one (1) week following the giving of such notice.

A regular employee or a temporary employee with recall rights and a minimum of three consecutive seasons of employment may elect to be laid off or may refuse recall to employment and such election or refusal shall not be deemed a resignation where the job offered to the employee is in a craft in which he has not previously worked.

(d) When leaving a department in which an employee has been employed for a different department, seniority therein shall begin for all purposes as to temporary or seasonal employees and for all purposes except layoff and rehiring for regular employees. A permanent employee who successfully bids on a permanent job and cannot be immediately relieved from his old job for any reason shall not be penalized by any loss of seniority in the craft and/or department in which he successfully bid.

(e) Layoff for more than the period of time provided in Paragraph (c) of this Exhibit B, resignation or discharge shall constitute a break in seniority. Seniority will start anew upon re-employment. When employees are laid off and rehired within the period of time provided by Paragraph (c) of this Exhibit B, they shall be given continued seniority.

(f) The following shall be considered departments for purpose of seniority:

- i. Traffic
- ii. Other hourly paid employees
- iii. Street Vending Salesmen
- iv. Grocery and Wholesale Employees

(g) When any regular position becomes vacant, including new routes, new territories, additional branch positions, or vacancies in other shifts, notice shall be posted by the Company for three (3) days so that a senior employee in the craft within the department may bid for such position. The opening so created in such particular craft may be bid for by other employees in the department who are qualified. The third opening shall be posted by the Company and opened for bids by employees of all

departments. The fourth vacancy is to be filled at the discretion of the Company subject to rehire rights of employees. When a route is split or doubled, the senior driver whose route is so split or doubled, shall have the choice of the route or routes. Temporary positions shall be subject to only one bid, and shall be opened for bid (subject to the provisions of Paragraph (j) below) by regular employees within the craft within the department, and if not so filled shall be opened for bid by regular employees within the department, and if not so filled shall be opened for bid by regular employees in all departments. Vacancies thus created shall be filled at the discretion of the Company subject to rehire rights of employees.

(h) All employees bidding for vacant positions must qualify and all retained employees in the case of layoff must qualify.

(i) Seniority lists of employees will be posted before January 10th of each year.

(j) A regular employee shall be limited to one successful bid per year for a regular position. In the event the employee has not successfully bid for a regular position within one year, he may have one successful bid for a temporary position per year, provided a qualified replacement is available and will be available for the duration of the season to cover the permanent position he vacates. On the termination of the temporary job, the employee shall return to a position in his or her former classification and shift. An employee must be employed by the Company at least one year in one department before he or she can exercise seniority to bid for vacancies.

(k) In all consolidations of branches or plants of one Company under contract with Local 757, seniority shall be merged. If the Company

acquires all or any part of an ice cream business and merges or consolidates or otherwise combines the same with its own business, then the employees of the business so taken over, if they have been members of the Union for more than six (6) months prior to the date of such acquisition, shall enjoy seniority on the basis of the period of employment in the business acquired. Where the business so acquired has non-union employees, or employees who have been members of the Union for less than six (6) months, the question of seniority for the employees of the business acquired is to be agreed upon between the Union and the Company under contract with Local 757.

(1) When a street vending employee initially enters a grocery driver classification, such employee shall be subject to a thirty (30) day probationary period. During such thirty (30) day period if either employee or employer does not desire such employee to continue in the classification, such employee must return to his street vending route with all other seniority rights unimpaired.

EXHIBIT C

WELFARE BENEFITS

A. Seasonal Employees

Hospitalization, Surgical and Medical: The Company will furnish at its expense Blue Cross, G. H. I. Family Plan C with Anesthesia, Surgical and Medical benefits to all employees (except part-time employees), and their eligible dependents, during the time of their active employment. Benefits to start the first day of the month following completion of six (6) months' seniority employment. For employees hired after May 1, 1972, benefits to start the first day of the month following completion of eighteen (18) months' seniority employment. Benefits are as follows:

- 1) See G. H. I. Booklet.
- 2) 120 days (50% next 180 days) Blue Cross Hospital Room and Board.
- 3) Long Island Insurance Company will provide coverage for blood, ambulance service, hospital beds, oxygen tents, wheel chairs and \$2,000 accidental death policy, as specified in certificate of insurance.
- 4) Medicare Part B premium cost per month will be paid for husband and wife over 65.
- 5) Blue Cross Drug Prescription Plan for employees and eligible dependents will be furnished by the company at its expense.

B. Non Seasonal Employees (Employees who work seven (7) consecutive months each year)

Hospitalization, Surgical and Medical: The Company will furnish at its expense Blue Cross, G. H. I. Family Plan "C" with Anesthesia,

Surgical, Medical, Dental, Major Medical and Optical Benefits to all employees, (except part-time employees), and their eligible dependents during the time of their active employment. Benefits to start the first day of the month following completion of six (6) months' seniority employment. Benefits are as follows:

- 1) G. H. I. Family Plan "C" and Dental Care, (See G. H. I. Booklet).
- 2) 120 days (50% next 180 days) Blue Cross Hospital Room and Board.
- 3) Major Medical - \$10,000; Maximum Benefit - 80% - 20% Co-Insurance.
- 4) Optical Benefit - eye examination and eye glasses annually.
- 5) Long Island Insurance Company will provide coverage for blood, ambulance service, hospital beds, oxygen tents, wheel chairs and \$2,000 accidental death policy as specified in certificate of insurance.
- 6) Medicare Part B premium cost per month will be paid for husband and wife over 65.
- 7) Blue Cross Prescription Drug Plan.

Life Insurance: The Company will furnish at its expense during the time of active employment, Group Life Insurance to all permanent hourly employees as follows:

After 24 months of accumulated service, life insurance in the amount of twelve thousand dollars (\$12,000). After 12 months of accumulated service, life insurance in the amount of seven thousand dollars (\$7,000).

In the event of death by accidental cause such insurance in force shall be increased by six thousand dollars (\$6,000).

The Company will furnish at its expense during the time of their active employment, group life insurance to all other employees as follows:

After the end of the second continuous season of employment, life insurance in the amount of seven thousand dollars (\$7,000). After the end of the fourth continuous season of employment, life insurance in the amount of nine thousand dollars (\$9,000).

After any employee, except part time employees working less than thirty-five (35) hours per week, has been employed twelve (12) accumulative months in consecutive seasons, the Company will also pay the above Hospital, Surgical, and Life Insurance benefits from October 1st to March 31st of each year provided the employee prepays same to the Company by October 1st of each year. The Company will then reimburse the employee for such sum not later than April 25 of the following year, provided, however, an employee verifiedly disabled based on evidence satisfactory to the Company shall receive such reimbursement as if such employee had been recalled to work and employed by the Company through April 25th. Permanent hourly employees and permanent wholesale route drivers will not be required to make prepayment.

EXHIBIT D
WORKING RULES

(1) Notice: It is agreed by the Union that any employee wishing to resign his position must give the Company one week's notice and upon failure to give such notice shall suffer loss of vacation pay not to exceed one week. The Company agrees that in the event of layoff, it will give one week's notice of layoff or in lieu thereof, will give such employee one week's additional pay, except that in the case of first season employees, the Company agrees that it will give 48 hours' notice of layoff, or in lieu thereof will give such employee two days' additional pay.

(2) Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Employee's Birthday (will be given during the week in which the employee's birthday falls, such day to be designated by Company), Thanksgiving Day and Christmas Day shall be deemed holidays. Hourly paid employees shall be paid for each of said holidays not worked a base day's pay at their current rate of pay and, if called upon to work on any of such holidays, they shall be paid in addition to such base day's pay aforementioned time and one-half their regularly hourly rates for each hour worked on each such holiday. Holidays not worked shall be deemed worked for the purpose of determining whether employees are entitled to weekly overtime compensation, but there shall be no pyramiding of premium pay or overtime. The holiday pay of all route drivers employed on a daily base rate plus commission shall be eight (8) hours pay computed at the straight time hourly rate paid to transportation drivers employed on an hourly basis. Any route driver employed on a daily base rate plus commission, who is called upon to work on any of such holidays, shall be paid two and one-half

(2½) days' base pay, plus commission earned that day. An employee shall not be entitled to holiday pay unless such employee (a) works on at least one day during the week in which the holiday occurs, and (b) works on the day scheduled to work immediately before and immediately after such holiday, unless such failure to work on either of such days is due to legitimate illness evidenced by a doctor's certificate or circumstances beyond the control of the employee; provided that if a department is substantially shutdown in the week in which a holiday falls, the employees in such department shall be eligible for holiday pay if they have worked one day in the month in which the holiday falls and provided further that they have satisfied the requirement with respect to working their regularly scheduled work day before and after the holiday. A regularly scheduled work day is defined as the day on which the employee is instructed to report to work. If a holiday not worked occurs on an employee's regularly scheduled day off, including Saturday, it shall be paid for at straight time and the hours of the holiday shall not be counted in as hours worked for the purpose of weekly overtime, but such employee, while on the payroll, shall be afforded an opportunity to work a minimum of five (5) days in such week. This supersedes any existing practice. An employee recalled to work after layoff shall be entitled to holiday pay if a holiday occurs during the week of his recall provided he has worked at least one (1) day during such week and provided further that he fulfills all other eligibility requirements for holiday pay provided in this section.

(3) (a) Absence Due to Contagious Disease in Family: In the event of a contagious disease in the family of any employee when Board of Health rules and regulations require absence by such employee, the employee shall be compensated for such absence on the basis set forth in subdivision (f) hereof, provided, however, that no employee shall receive compensation

for any such absence unless he or she has made a reasonable effort to avoid quarantine.

(b) Jury Duty: In the event that an employee loses all or part of his or her time on account of jury service, the Company shall compensate such employee for such loss of time on the basis set forth in subdivision (f) hereof less the jury fees received by the employee. The Company shall pay the employee his full wages and shall make no deduction for the amount earned by the employee for such jury duty until the employee has actually received his jury fees, but in no event later than 30 days from the time of such jury duty. When employees serve on jury duty on their day of rest, they are entitled to such jury fees.

(c) Employee Required to go to Legal Department, Company Doctor or Workmen's Compensation Bureau: In the event an employee while actively employed is required to go to the Legal Department of the Company or to the Company's doctor, or to the Workmen's Compensation Bureau, or for physical examination for induction into the Armed Forces of the United States, the employee shall be compensated for the time required therefore on the basis set forth in subdivision (f) hereof.

(d) Death in Immediate Family: In the event of a death in an employee's immediate family (parents, spouse, children, brothers, sisters of the employee), he shall be paid up to three (3) days exclusive of the day(s) of rest. His pay shall be computed on his average day's earnings of his last week worked. The employee also shall be paid for attending the funeral of his father-in-law or mother-in-law, provided the funeral occurs on a day on which the employee is scheduled otherwise to work.

(e) Payment for Day Taken Ill: An employee taken sick on the job and having to be relieved to go home shall be compensated for

the balance of the day on the basis set forth in subdivision (f) hereof. The Company shall have the right to require the employee to submit to medical examination.

(f) Compensation provided for in subparagraphs 3(a), 3(b), 3(c), 3(d) and 3(e) above shall be on the following basis:

(i) In the case of all hourly paid employees compensation shall be on the basis of their previously scheduled hours.

(ii) In the case of route drivers paid on a daily rate plus commission, compensation shall be on the basis of eight hours pay computed at the straight time hourly rate of transportation drivers employed at the hourly rate.

(4) Food Handler's Card: When a Company requires the employees to have a health inspection or to visit the Company's doctor in connection with a Food Handler's Card, it shall be on the Company's time and the doctor's fee for such examination will be paid by the Company. The Company shall not be required, however, to pay for any time taken for this purpose when hiring or rehiring an employee.

(5) Leave of Absence: Leave of absence without pay shall be granted employees because of personal illness or disability, provided the necessity therefor is evidenced by medical certificate and if the Company desires it may have any such employee examined by a doctor selected by it. One leave of absence without pay, not to exceed thirty (30) days, shall be granted to an employee to visit his or her spouse in the Armed Forces. Leaves of absence without pay for other reasons may be granted employees for just cause. An employee hereafter granted a leave of absence can not

exceed one hundred twenty (120) days without losing his seniority rights except in cases of personal illness or disability. No leave of absence may be granted without mutual agreement of the Employer and the Union, and no leave of absence shall, under any circumstances, be granted for the purpose of outside employment. If an employee works in other employment during his leave of absence he has forfeited his job. In the event an employee is or has been elected or appointed to office in the Union he shall be granted leave of absence without interruption of seniority.

(5-a) Maternity Leave of Absence: A female employee who is pregnant may remain on the job until the end of her sixth (6) month pregnancy, provided she presents medical proof that she may safely continue to work until that time, and the company is in agreement. Following the end of the said sixth (6) month, the employee is required to take Maternity Leave until two (2) months after the employee gives birth. Upon the expiration of such leave, the employee shall return to work furnishing medical proof that it is safe for her to do so. Failure to return at the termination of her Maternity Leave shall result in her termination and the employee will not be considered for re-employment.

The above conditions is in accordance with Exhibit D-Paragraph 6 Leave of Absence provided she reports her condition before the end of the third (3) month. Failure on the part of the employee to cooperate with the employer in reporting her condition before the end of the third (3) month, will result in immediate termination of employment.

(6) Personal Appearance and Cleanliness: Employees shall present a neat and cleanly appearance on duty. If the Company requires an employee to wear a standard cap or uniform, the Company shall furnish and launder same at its expense.

(7) Tools: The Company will furnish all tools which it determines

to be necessary for the performance of the job. The tools shall remain the property of the Company and all employees using the same will be responsible for the reasonable care thereof.

(8) Special Outer Apparel: The Company shall furnish and maintain, at its cost and expense, all special outer apparel heretofore customarily used by the group and which is reasonably necessary for the performance of the job. Such special outer apparel shall include such items as rubber boots, arctic (not shoes), gloves, aprons, goggles, appropriate clothing for boxmen who work in low temperature hardening rooms, overall uniforms and caps where required by the Company and like items heretofore customarily used by the group and which are reasonably necessary for the performance of the job. Such special outer apparel shall remain the property of the Company and all employees using the same will be responsible for the reasonable care thereof.

Appropriate winter jackets will be furnished by the employer for drivers of walk-in refrigerated trucks and installers.

(9) Vacations (Except seasonal branch employees):

(a) Employees who have completed twelve (12) months of service with the Company in consecutive years shall receive two (2) weeks' vacation with pay. After receiving the first vacation as above provided, employees shall receive a pro rata vacation each year thereafter, or on termination of employment, or layoff, on the basis of one-twelfth (1/12) of a vacation for each month of additional service, provided that no vacation rights shall accrue for less than three (3) continuous or accumulated months of service.

(b) Employees who have completed five (5) years of continuous or accumulated service with the Company shall receive three (3) weeks' vacation with pay.

(c) Employees who have completed fifteen (15) or more years of continuous or accumulated service shall receive four (4) weeks' vacation with pay.

(d) Consecutivity of service for vacation benefits shall be broken only by resignation, discharge, failure to return to work when recalled, as provided in this Agreement, layoff for more than one year before having completed 12 consecutive months of service, or layoff for more than two years after having completed 12 consecutive months of service. Service credits for vacation purposes shall not accrue during layoffs.

(e) On termination of employment or layoff, vacation pay shall be given as vacation. Employees shall not be deprived of accrued vacation rights regardless of cause of termination of employment or layoff.

(f) Seniority rights shall prevail in the matter of choice of vacation, the number on vacation in any one week to be determined by the Company. Vacations must be taken. Vacations may be taken in periods of one or two or three or four weeks, and shall include the day of rest. If an employee wishes to split his vacation into two periods, the first period will be selected in accordance with seniority rights and the second period will be given at a time suitable to the Company.

(g) One week of vacation pay for each employee paid on an hourly or daily basis shall be $1/51$, $1/52$ or $1/53$ of his total earnings in the preceding calendar year, depending upon the number of weekly pay periods during such calendar year, subject to the provisions of subparagraph (h) hereof.

(h) In calculating vacation pay for vacations after the first vacation, the Company will give credit for absence due to extended illness up to six months. In no event shall credit be given for absence pursuant to this Agreement in excess of six months in any year. Weekly

vacation pay shall be computed upon the time actually worked during the remainder of the year plus any period in excess of the above sickness credit. (For example, an employee with nine months illness who was entitled to six months credit and who averaged \$100 per week during the remainder of the year would receive vacation pay of \$50 per week, but if his illness had lasted only six months he would receive \$100 per week). An employee whose vacation benefits are reduced because of his illness in excess of 26 weeks, shall not be obliged to take his entire vacation period, but only such proportion of it as the amount paid to him for his vacation bears to the amount he would have received had his illness not exceeded 26 weeks, but in no event for less than multiples of one week.

(i) If a holiday specified above occurs during an employee's vacation, he or she shall at his or her option, receive another day off at the convenience of the Company, or another day's pay.

(j) An employee in military service shall be credited with time spent in such service toward vacation eligibility as required by law.

(10) Starting Classification: Employees shall receive a starting classification and, if they return in any capacity, they shall acquire a rate classification in accordance with the combined total of previous service in consecutive years. Should an employee with six months total service with the Company be advanced to a higher classification, he or she shall receive the top rate of the new classification. An experienced employee shall not be subject to the starting rate but shall immediately receive the top rate for the craft for which he is hired provided he has gained his experience in that craft or a higher paid craft while employed by a company in the ice cream industry under contract with Local 757 and/or Local 680. Such employee shall nevertheless be subject to the sixty (60) day trial period provided in the agreement.

(11) Change in Classification:

(a) Any employee who works three or more days in his regular classification and the balance of the week in a lower classification shall be paid at his regular rate for the entire week. This shall not apply, however, in the Traffic Department where classifications may be changed daily in accordance with work done, provided that Traffic Department employees who have not heretofore customarily worked in more than one classification shall not be required to work in more than one classification if work in their regular department is available.

(b) Any employee who works any part of the day in his regular classification and the balance of the day in a classification lower than his regular classification shall be paid for the entire day at the rate of his regular classification.

(c) Any employee who is assigned to work three (3) hours or more of his normal work day in a classification higher than his regular classification shall be paid for each such day at the rate of the higher classification. In the event an employee works less than three (3) hours in a higher classification, his pay for such day shall be pro rated on the basis of the number of hours actually worked in such higher classification.

(12) Split Shift: No employee shall be required or permitted to work on a split shift.

(13) Boxmen: The work schedule for boxmen who work in low temperature hardening rooms shall be approximately fifteen minutes at work inside and approximately fifteen minutes at rest outside the box. The rest period shall be spent on the Company's premises, and in such a manner as not to interfere with the work of other employees. The above work schedule shall not apply, however, after a boxman is assigned to other work

for any part of the same day. The above work schedule shall not apply to warm room employees.

(14) Lunch Period: Lunch period shall be given as near the middle of the working day as possible, and shall be a period of not less than thirty minutes and not more than sixty minutes.

(15) Driver's License: All employees required to operate motor vehicles shall secure and pay for chauffeur's or driver's license required by the state in which they operate. If any employee is obliged to operate in more than one state, the Company will pay for the additional license required.

(16) Washing Trucks: Drivers are not to wash trucks, but are required to defrost and clean inside of trucks.

(17) Credit: Credit shall not be extended to any customer by route drivers unless first approved by the credit manager or a person designated by him. Route drivers shall be responsible for any credit extended without such approval.

(18) Notification by Absent Employees: Absent employees shall notify their department head by 3:00 P.M. if they will be available for work on the following day. Whenever a replacement is hired for an absent employee, the Company shall notify the absent employee, and the Union office in writing, of the hiring of such replacement, and the absent employee shall be required to give one (1) week's notice of the time when he will be available for employment. The replaced employee shall thereupon be given notice by the Company in accordance with Section (1) of this Exhibit D.

(19) Overtime Without Authorization: Employees shall not work overtime without authorization from the person in charge, route drivers excepted.

(20) Telephone: If it be compulsory for any employee to either have or install a telephone, same shall be at the Company's expense.

(21) No Outside Employment: Employees are not permitted to engage in any other occupation or business while in the Company's employ.

(22) Traffic Rules: All employees who in their regular course of employment are required to drive a vehicle are required to observe all traffic rules and local and state regulations.

(23) Bond: The Company, if at any time it should so desire, may require drivers to deposit with it a cash bond, not exceeding two hundred and fifty dollars (\$250.00) in amount, to be deposited in installments of not exceeding fifteen dollars (\$15.00) per month. Such deposit shall bear interest at a rate equal to the prevailing rates paid on savings account deposits by national banks. In the event of termination of employment for any reason, the deposit may be held by the Company until all accounts are checked and adjusted, but in no case to exceed thirty (30) days.

(24) Restrictive Agreements: The Company reserves the right to require route drivers to enter into employment agreements with it providing that upon leaving the employ of the Company for any reason, such route drivers shall not, directly or indirectly, for a period of one year thereafter, sell or solicit sales of or deliver ice cream (or any other products which were being sold by such route drivers for the Company within the twelve months next preceding the termination of his employment) to or from any customer of the Company whom the route driver served at any time within the year next preceding the termination of his employment.

(25) Meetings of Employees: Meetings of employees called by the Company for the purpose of promoting sales and for the purpose of training salesmen shall be held on Company time.

(26) Parking Meter Fees: The Company will reimburse employees for actual expenses incurred for parking meter fees, provided the use of parking meter space is necessary in the area in which a delivery is made, the Company

reserving the right to verify the necessity for the payment by the employee of a parking meter fee.

(27) Change in Reporting Time: The Company will give one (1) week's notice of a change in the starting time or times of a permanent or season shift. Changes in the starting time of individual employees or groups of employees will be communicated to such employees as far in advance as possible.

EXHIBIT E

SEVERANCE PAY

Any permanent non-seasonal employee, who is permanently laid off through no fault of his own for lack of work or other economic cause after fifteen (15) years of continuous service with his employer shall be eligible for severance pay at the rate of one day for each year of such service.

A day's pay for the purpose of this provision shall, in the case of an hourly paid employee, be computed at his current straight time hourly rate of pay, and in the case of a route driver paid on a daily rate plus commission shall be computed on the basis of eight (8) hours of straight time at the hourly rate of transportation drivers employed at the hourly rate, and in the case of any other daily paid employee, shall be computed at his current straight time daily rate.

Severance payments shall be in addition to any payments to which the employee may be entitled under this Agreement, and shall be paid in weekly installments commencing one week after layoff, it being the intention of the parties that an employee shall not receive severance pay and wages during the same period.

Loss of a particular job shall not be considered a layoff under this provision if employment is available by the exercise of seniority rights as contained within this Agreement.

An employee shall not receive severance pay under this provision more than once based upon the same period of service.

Any employee who elects to be laid off shall not be entitled to severance pay.